

BEFORE THE
DIVISION OF MEDICAL QUALITY
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the)
Accusation Against:)
) D-4822
George E. Sainthill, M.D.)
Certificate # G-56454)
)
)
_____)

ORDER GRANTING STAY ORDER

George E. Sainthill M.D. has filed a request for a stay of execution of the Decision with an effective date of January 27, 1994.

Execution is stayed until February 25, 1994.

This Stay is granted solely for the purpose of filing and considering the Motion For Reconsideration.

Dated: January 27, 1994

DIVISION OF MEDICAL QUALITY
MEDICAL BOARD OF CALIFORNIA

By: Vicky Doone
John Lancara
Chief of Enforcement

BEFORE THE
DIVISION OF MEDICAL QUALITY
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

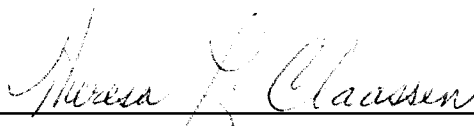
In the Matter of the Accusation)	
Against:)	No. D-4822
)	
GEORGE E. SAINTHILL, M.D.)	OAH No. N-42641
Physician's and Surgeon's)	
Certificate No. G-56454)	
)	
)	
Respondent.)	
_____)	

DECISION

The attached Proposed Decision of the Administrative Law Judge is hereby adopted by the Medical Board of California as its Decision in the above-entitled matter.

This Decision shall become effective on January 27, 1994.

IT IS SO ORDERED December 28, 1993.



THERESA CLAASSEN, Secretary-Treasurer

BEFORE THE
DIVISION OF MEDICAL QUALITY
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation)	
Against:)	No. D-4822
)	
GEORGE E. SAINTHILL, M.D.)	OAH No. N-42641
Physician's and Surgeon's)	
Certificate No. G-56454)	
)	
)	
Respondent.)	
)	

PROPOSED DECISION

On August 23 and 24, 1993, in Fresno, California, Catherine B. Frink, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter.

Fred A. Slimp II, Deputy Attorney General, represented the complainant.

Respondent was present and was represented by William A. Elliott, Attorney at Law, The Orleans Building, 1212 North Broadway Avenue, Suite 212, Santa Ana, California 92701.

Evidence was received, the record was closed and the matter was submitted.

FINDINGS OF FACT

I

Complainant Kenneth H. Wagstaff, the Executive Director of the Medical Board of California ("Board"), made and filed the Accusation solely in his official capacity.

II

On November 25, 1985, George E. Sainthill ("respondent") was issued Physician's and Surgeon's Certificate No. G-56454 by the Board. Said certificate was in full force and effect at all times pertinent herein, and remains in full force and effect as of the date of hearing. Said certificate will expire, unless renewed, on March 31, 1995.

III

Respondent graduated from Columbia University/Columbia College in 1978 with a B.A. degree in biology and psychology. Respondent received his M.D. degree from the University of Minnesota Medical School in 1983. Respondent began a family practice residency at Catholic Medical Center of Brooklyn and Queens, N.Y. in the fall of 1983. In 1984, after about six months at Catholic Medical Center, respondent had the opportunity to begin a residency program in radiology at Roosevelt Hospital in New York. After one year, respondent continued his residency training in diagnostic radiology at UCLA-Martin Luther King ("MLK") General Hospital in Los Angeles from 1985-1988. In 1988, respondent received MRI training at UCLA-Harbor General Hospital, and he performed a MRI fellowship at Huntington Memorial Hospital in Pasadena, California in 1988. Respondent is not Board-certified in any specialty.

In addition to his certificate to practice medicine in California, respondent holds New York medical license no. 161830, which respondent received in about 1984, and North Dakota medical license no. 5585, which respondent received in 1987. Respondent has also been licensed to practice medicine in Nebraska since August 1, 1993.

Respondent's professional employment as a physician began while respondent was a family practice resident in 1983. Respondent worked part-time from 1983 to 1984 for Hooper Holmes Agency in New York, performing insurance physical examinations for prospective insureds. In 1987, while a radiology resident at UCLA-MLK, respondent began working for KRON Medical Group, a locum tenens agency with headquarters in Chapel Hill, North Carolina, as a fill-in physician. Respondent worked mostly in New York and California on short-term, temporary assignments. In 1987 and 1988, respondent accepted two-week locum tenens work assignments at Medical Imaging Associates, Devil's Lake Hospital in Devil's Lake, North Dakota. In 1987, respondent also became listed with IPR Medical, Inc., a locum tenens agency located in Milwaukee, Wisconsin. In addition, while a resident at UCLA-MLK, respondent worked for two physicians who had a "personal injury" practice in Los Angeles. Respondent would read X-rays and prepare reports which were submitted to insurance companies in connection with medical injury claims. Respondent continued to perform this work on weekends after completing his residency, up to the time respondent left California in 1993.

Respondent was employed from December 1988 to May 1989 at Western Roentgenologic Associates in Canoga Park, California, with offices in Sun Valley, California (Pacifica Hospital) and Granada Hills, California (Advanced Medical Imaging Services). Respondent moved to Bakersfield, California in June 1989 and became associated with Imperial Imaging Associates. Respondent remained in Bakersfield until December 1990, when he accepted employment at Coalinga District Hospital ("CDH") to work 16 hours per week. Respondent also worked part-time in Los Angeles during this period. Respondent left CDH in about November of 1991 and opened an office in Lynwood, California in December 1991 (Lennox Medical Center). Respondent closed his Lynwood office in approximately April of 1993 as a result of financial problems, and he moved to New York to be close to his family. Respondent's current address is as follows:

George St. Hill, M.D., PC.
25 West 132nd Street, #5C
New York, NY 10037

While residing in New York, respondent has worked as an "independent contractor" for Medical Doctors Associates and IPR Medical, two locum tenens agencies, on short-term assignments. As of the date of hearing, respondent was working in a locum tenens assignment in Nebraska.

IV

On December 9, 1990, respondent was involved in an automobile accident on Martin Luther King Boulevard in Los Angeles, California, in which respondent's vehicle was struck from the rear by another vehicle while waiting in an intersection. Respondent's vehicle sustained some damage, and respondent purportedly suffered injuries to his back, neck and shoulder, purportedly causing him pain from lumbosacral and cervical strain.

V

According to respondent's sworn testimony at hearing, respondent first sought medical treatment for his injuries after the automobile accident from Dr. Clement O. Alade, an orthopedist, in December 1990. Dr. Alade is a member of the Pacific Orthopedic Medical Group in Bakersfield, California; respondent knew Dr. Alade when he worked in Bakersfield in 1989-1990, and Dr. Alade referred patients to respondent for radiology evaluation during that time period.

Dr. Alade prepared a medical report, dated December 28, 1990, summarizing the results of the medical examination. A bill prepared by Pacific Orthopedic Medical Group confirms that respondent's medical examination took place on December 28, 1990. Dr. Alade had X-rays taken of respondent's left shoulder, lumbar spine and cervical spine. Dr. Alade's impressions were as follows:

- "1. Moderate to severe cervical strain flexion hyperextension type injury.
- "2. Left shoulder rotator cuff tendonitis [sic] post trauma.
- "3. Resolving lumbar spine strain."

Dr. Alade recommended the use of a soft cervical collar and suggested a physiotherapy program "primarily for the cervical and the shoulder to include modalities, electrotherapy, traction, and exercise program, and appropriate medications to include analgesics and anti-inflammatory medicine. To have patient recheck back here in two weeks." Dr. Alade did not impose any work restrictions on respondent, and did not find that respondent was totally disabled. The bill from Pacific Orthopedic Medical Group reflected total charges of \$539.50 for the visit, including \$195 for the examination, \$16.50 for the cervical collar, and \$328 for x-rays.

Respondent further testified that he had physical therapy treatment in Bakersfield, through Pacific Orthopedic Medical Group. While respondent's testimony implied that he had a number of treatments, a bill from Pacific Orthopedic Medical Group, as well as the records of Bakersfield Physical Medicine & Rehabilitation Medical Group and Bakersfield Occupational Therapy Medical Group demonstrate that respondent received only one treatment, on February 4, 1991. The physical therapy report, dated February 4, 1991, stated in part: "He [respondent] was originally scheduled for therapy on January 2, 1991, however he failed to keep this appointment. The patient now reports for physical therapy with the complaint of both cervical, upper trapezius and lumbosacral discomfort." Respondent received the following treatment: hot packs, TENS, intermittent cervical traction, "modality portion of treatment which included ultrasound," Williams low back flexion exercises and isometric cervical exercises. It was anticipated that, on future visits, cervical traction would be alternated with pelvic traction. Respondent was given illustrated copies of exercise routines to facilitate his home exercise program. The charges for this physical therapy visit came to a total of \$78.50.

VI

According to respondent's sworn testimony, he sought follow-up treatment at CDH from Dr. Leonel Apodaca, Jr., an internist. Respondent was introduced to Dr. Apodaca in December of 1990, when respondent was first hired by CDH. Respondent thereafter consulted Dr. Apodaca in either January or February of 1991 concerning his shoulder discomfort. Dr. Apodaca examined respondent and gave respondent an injection of Toradol, an anti-inflammatory drug. Dr. Apodaca did not order X-rays, nor did respondent make the X-rays which were taken in Bakersfield available to Dr. Apodaca. Dr. Apodaca did not order physical therapy for respondent, and he did not maintain any notes or

medical chart of his treatment of respondent. The evidence did not establish what CDH would normally charge for a physical examination and injection of Toradol.

Thereafter, respondent sought physical therapy at CDH. According to Chris Whitehead, then the Director of physical therapy at CDH, respondent "self-referred" for physical therapy, in that physical therapy was not prescribed for respondent by any physician at CDH. It is the practice of the physical therapy department at CDH to provide physical therapy treatment to hospital staff on a walk-in basis, without a doctor's referral. Respondent was first seen by Whitehead on February 12, 1991, and Whitehead took a history from respondent at that time. Respondent received five physical therapy treatments at CDH, on February 13, 14, 18, 19 and 20, 1991. Except for February 20, 1991, respondent was provided treatment by Whitehead, who characterized the treatments given as "minimal" (i.e., emphasizing home exercise), as opposed to "moderate" or "intensive" (i.e., emphasizing more "hands on" modalities by the physical therapist). Respondent was not billed by the physical therapy department for the treatments provided; according to Whitehead, CDH provided physical therapy as a "service" to staff and customarily did not charge staff for physical therapy treatment.

The typical charges for physical therapy at CDH were \$46 for the first 30 minutes, and \$10 for each additional 15 minutes. Whitehead estimated that, had respondent been charged for physical therapy services, the charges would have been \$75-\$80 per visit, or a maximum of \$480 for the six visits, including the initial intake interview.

VII

In connection with the automobile accident of December 9, 1990, respondent filed a claim with Mercury Insurance Group ("Mercury"), the insurance carrier for the driver of the other vehicle, for injuries purportedly sustained in the accident, as well as for damage to his vehicle. In support of his claim, respondent submitted various documents to the insurance company, including a typewritten bill for medical services, and a handwritten medical report dated March 13, 1991.

VIII

In February or March of 1991, respondent filled out a form entitled "Medical Report" which was thereafter signed by Dr. Apodaca. There is conflicting evidence about whether the medical report form was fully filled out before being signed by Dr. Apodaca; however, the evidence is uncontroverted that all writing on the form, except for the signature, was placed on the document by respondent, and that respondent thereafter submitted the report to Mercury to support his claim for medical costs. The medical report form was dated March 13, 1991.

The medical report contained the following false and misleading statements:

A. The report lists the date of first treatment by Dr. Apodaca as "12/18/90," whereas in fact Dr. Apodaca first treated respondent in January or February of 1991.

B. In response to the question, "Treatment given by you?" the report states, "Initially IM [intramuscular injection] Toradol, X-rays then PT [physical therapy]." In fact, Dr. Apodaca did not order X-rays or physical therapy, and he performed no physical therapy on respondent.

C. In response to the questions, "Were X-rays taken?" and "By whom?" the report states, "Yes," "X-ray Dept., Coalinga District Hospital, on 12/17/90." In fact, no X-rays were taken by CDH; rather, X-rays were taken by Pacific Orthopedic Medical Group on December 28, 1990.

D. In response to the question, "Was Patient Treated By Anyone Else?" the report states, "No," whereas in fact respondent was treated by Dr. Alade of the Pacific Orthopedic Medical Group in Bakersfield and received one physical therapy treatment from Bakersfield Physical Medicine & Rehabilitation Medical Group and Bakersfield Occupational Therapy Medical Group.

E. In response to questions about estimated total disability, the report states that respondent was disabled for eight weeks, ending February 11, 1991. In fact, there is no evidence that respondent was totally disabled for the performance of his normal duties as a radiologist during the period after the December 9, 1990 automobile accident; on the contrary, the evidence established that respondent worked as a radiologist for CDH during January and February 1991.

F. In response to the questions, "My Charges to Date" and "My Total Charges are or Will Be" the report states, "\$4645.28" in response to both questions. These amounts bear no relationship to the minimal treatment provided by Dr. Apodaca, namely, a limited medical examination and one injection of Toradol.

IX

The printed medical report form described in Finding VIII above states at the bottom as follows: "(ATTACH ITEMIZED BILLS AND INVOICES TO SUPPORT ALL CHARGES)." Respondent prepared a typed itemized list of medical services and breakdown of charges which he submitted to Mercury together with the medical report in support of his claim. Respondent typed the name and address of Dr. Apodaca at the top of the first page of the itemized bill, thereby implying that the services contained on the bill were performed and/or authorized by Dr. Apodaca.

The itemized bill contained the following false and misleading statements:

A. The itemized bill states that respondent was given a comprehensive medical examination and an injection of Toradol on December 17, 1990. In fact, Dr. Apodaca's examination of respondent and the injection took place in January or February of 1991.

B. The itemized bill states that X-rays were taken of respondent's left shoulder, cervical spine and lumbarsacral spine; the cost of the X-rays, together with X-ray interpretation, totaled \$531. In fact, no X-rays were taken at CDH; rather the X-rays were taken at Pacific Orthopedic Medical Group on December 28, 1990, at a total cost of \$328.

C. The itemized bill states that respondent received a cervical collar on December 17, 1990. In fact, no cervical collar was ordered for respondent at CDH; rather, he received the cervical collar as a result of his examination at Pacific Orthopedic Medical Group on December 28, 1990.

D. The itemized bill lists physical therapy sessions on the following dates: December 18, 1990; December 19, 1990; December 20, 1990; December 21, 1990; December 24, 1990; December 27, 1990; December 28, 1990; December 31, 1990; January 2, 1991; January 3, 1991; January 4, 1991; January 8, 1991; January 10, 1991; January 15, 1991; January 17, 1991; January 22, 1991; January 24, 1991; January 29, 1991; January 31, 1991; February 5, 1991; and February 7, 1991. In fact, respondent did not receive physical therapy treatment on any of the dates listed, either at CDH or at any other facility. On the contrary, respondent received one physical therapy treatment in Bakersfield on February 4, 1991, and six physical therapy treatments (including the initial intake interview) at CDH, on February 12, 13, 14, 18, 19 and 20, 1991.

E. The itemized bill lists 27 physical therapy treatments at a cost of \$3,846.78. In fact, the value of physical therapy services received by respondent, both in Bakersfield and at CDH, amounted to \$558.50 for seven treatments.

F. The itemized bill states that Dr. Apodaca performed a physical examination of respondent on February 11, 1991, and that "Patient much improved therefore released to return to work however admonished to RTC if pain resumes." In fact, no subsequent physical examination was performed by Dr. Apodaca after the initial examination and Toradol injection; respondent was never deemed disabled by Dr. Apodaca, and therefore was not "released to return to work" on February 11, 1991 or on any other date; and respondent's physical therapy treatments at CDH commenced after February 11, 1991, in contradiction to respondent's purported improvement in physical condition.

X

At hearing, respondent attempted to establish that an Attending Physician's Statement/invoice, submitted to Mercury by respondent's then attorney, Gary Silverman, along with the itemized bill, was filled out by Dr. Apodaca, presumably to show that Dr. Apodaca did present respondent with a "bill" for the services for which respondent was attempting to receive reimbursement. There was conflicting evidence about whether Dr. Apodaca prepared the invoice; while the handwriting appears to be that of Dr. Apodaca, the invoice is not signed, and it is a pre-printed form bearing the name "Barry Massirio, P.A.C;" to comply with CDH policy, the invoice must be signed in order to be considered valid. In any event, even if the invoice was prepared by Dr. Apodaca, it does not corroborate any of the false and misleading statements contained in the medical report and itemized bill; nor would the participation of someone other than respondent in the creation of false and inflated bills for submission to Mercury exculpate or mitigate respondent's wrongful conduct.

XI

In a letter to Mercury dated October 7, 1991, and again at hearing under oath, respondent claimed that he had included all charges for medical services from both CDH and Bakersfield on CDH stationary or letterhead, in the mistaken belief that such a procedure was acceptable, and that he did not intend to mislead Mercury. Respondent further testified that he prepared the itemized bill from memory and that costs were "estimates," in order to account for discrepancies in the dates and costs of treatment purportedly received.

Respondent's testimony was totally lacking in credibility. The itemized bill does not remotely correspond to physical therapy treatment actually received by respondent, and reflects costs which are seven times the value and three times the number of services actually performed. Moreover, respondent's testimony that he intended to consolidate all medical charges in one document is contradicted by the fact that respondent's then-attorney, Gary Silverman, submitted the medical reports and itemized bills from Pacific Orthopedic Medical Group to Mercury, as reflected in Silverman's letter dated September 16, 1991, which presumably would have resulted in additional reimbursement for these separately documented medical and physical therapy charges. Finally, respondent worked for insurance companies in the past, both by performing physical examinations and by preparing medical reports in connection with personal injury cases; respondent was thereby familiar with the use of medical reports by insurance companies, and his claim of "mistake" was not believable.

Respondent further contended that there was no "intent" to defraud Mercury, in that respondent withdrew his claim for medical costs and did not receive payments from Mercury for such

costs. Respondent's contention is without merit; the fact that respondent's false and misleading documentation was uncovered as the result of diligent efforts by Mercury's claims investigators is neither a defense nor a factor in mitigation for respondent.

XII

As set forth in Findings VII, VIII and IX, respondent knowingly made (i.e., personally prepared) documents directly related to the practice of medicine (namely, a medical report and itemized bill) which falsely represented the existence of a state of facts concerning his treatment for purported injuries resulting from an automobile accident. Such conduct constitutes unprofessional conduct within the meaning of Business and Professions Code section 2261. Respondent knew the information contained in the documents was false at the time he prepared them. As stated in Brown v. State Department of Health (1978) 86 Cal.App.3d 548, at p. 555:

"Factual certifications by medical doctors are used extensively throughout society for many and varied purposes. A false medical certification, regardless of the doctor's intent, may be put to great mischief. The evil therefore is not in the intent to do harm, but in falsely certifying facts which are not true."

XIII

As set forth in Findings VII, VIII and IX, respondent created false medical records with fraudulent intent; respondent's conduct constituted unprofessional conduct within the meaning of Business and Professions Code section 2262. Respondent's conduct clearly falls within the definition of fraud set forth in Fort v. Board of Medical Quality Assurance (1982) 136 Cal.App.3d 12:

"'Fraud' and 'dishonesty' are closely synonymous. Fraud is defined as 'a dishonest stratagem.' (Webster's Third New Internat. Dict. (1961) p. 904). It 'may consist in the misrepresentation or the concealment of material facts' (Koch v. Williams (1961) 193 Cal.App.2d 537, 541), or a statement of fact made with 'conscious[ness] of [its] falsity.' (People v. Davis (1952) 112 Cal.App.2d 286, 298). And it is the universally recognized rule that: '"It is not essential to liability that the person charged with fraud should have received any benefit therefrom ..." "...Liability is predicated upon the fact that [another] has been misled to his prejudice, and not that defendant has profited by his wrong."' (Swasey v. de L'Etanche (1936) 17 Cal.App.2d 713, 178)." Fort v. Board of Medical Quality Assurance, supra, 136 Cal.App.3d at pp. 19-20.

In the instant case, there was prejudice suffered by Mercury, notwithstanding the fact that no payment was made to respondent or others pursuant to respondent's fraudulent claims; Mercury was required to pay the salaries of investigators for the time it took to investigate and uncover the false submissions by respondent.

XIV

Respondent's conduct as set forth in Findings VII, VIII and IX constitute the commission of acts of dishonesty which are substantially related to the qualifications, functions and duties of a physician and surgeon, thereby constituting unprofessional conduct within the meaning of Business and Professions Code section 2234(e). While respondent contends that his conduct did not harm any patients and is unrelated to respondent's practice as a radiologist, it is clear that respondent falsified documents directly related to the practice of medicine, and that he had enhanced access to information and resources to perpetrate the dishonest acts as a result of his functioning as a physician at CDH. See, Fort v. Board of Medical Quality Assurance, supra, 136 Cal.App.3d at p. 23. Furthermore, honesty has been determined to be a trait of extreme importance for physicians, and intentional dishonesty "demonstrates a fundamental lack of moral character which is incompatible with the honesty required to properly maintain the doctor-patient relationship. (Windham v. Board of Medical Quality Assurance (1980) 104 Cal.App.3d 461, 470; Matanky v. Board of Medical Examiners (1978) 79 Cal.App.3d 293, 305)." Foster v. Board of Medical Quality Assurance (1991) 227 Cal.App.3d 1606, at p. 1610.

XV

The evidence did not establish that respondent appreciated the seriousness or magnitude of his wrongdoing, or that he had reformed his conduct in any manner so as to provide assurance that he could retain his license to practice medicine in California without harm to the public.

XVI

Special Finding Re: Evidence Code section 956

At hearing, respondent objected to and moved to strike testimony by Hollis Spillman, a senior special investigator for Mercury Insurance Group, concerning statements made to him by respondent's former attorneys, John Caldwell and Gary Silverman, on the grounds that respondent had not waived the lawyer-client privilege. The testimony was accepted conditionally, and the issue of the applicability of Evidence Code section 956 was taken under submission.

Evidence Code section 956 states an exception to the lawyer-client privilege in cases of crime or fraud, as follows:

"There is no privilege under this article if the services of the lawyer were sought or obtained to enable or aid anyone to commit or plan to commit a crime or a fraud."

The attorney-client privilege does not extend to communications between attorney and client when a client seeks advice that will serve him in the contemplated perpetration of a fraud. Nowell v. Superior Court for Los Angeles County (1963) 223 Cal.App.2d 652. In this case, respondent engaged the services of his attorneys in order to assist him in pursuing his fraudulent claim for reimbursement of medical costs associated with an automobile accident. Each attorney "dropped" respondent as a client when he was made aware of problems with the bills and reports submitted by respondent. Evidence Code section 956 applies, and respondent's motion to strike is denied. Spillman's testimony concerning hearsay statements of respondent's former attorneys are considered to the extent permitted by Government Code section 11513(c).

DETERMINATION OF ISSUES

I

Clear and convincing evidence to a reasonable certainty establishes cause for discipline of respondent's license for unprofessional conduct pursuant to Business and Professions Code sections 2220 and 2261 by reason of Findings VII, VIII, IX, XI and XII.

II

Clear and convincing evidence to a reasonable certainty establishes cause for discipline of respondent's license for unprofessional conduct pursuant to Business and Professions Code sections 2220 and 2262 by reason of Findings VII, VIII, IX, XI and XIII.

III

Clear and convincing evidence to a reasonable certainty establishes cause for discipline of respondent's license for unprofessional conduct pursuant to Business and Professions Code sections 2220 and 2234(e) by reason of Findings VII, VIII, IX, XI and XIV.

IV

The matters set forth in Findings X and XV are considered in making the Order below.

ORDER

Physician's and Surgeon's Certificate No. G-56454 issued to respondent George E. Sainthill, M.D. is revoked, pursuant to Determination of Issues I, II and III, separately and collectively.

Dated: October 18, 1993

Catherine B. Frink

CATHERINE B. FRINK
Administrative Law Judge
Office of Administrative Hearings

1 DANIEL E. LUNGREN, Attorney General
of the State of California
2 JANA L. TUTON,
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Medical Board of California, State
7 of California
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BEFORE THE
DIVISION OF MEDICAL QUALITY
MEDICAL BOARD OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

13 In the Matter of the Accusation) No. D-4822
14 Against:)
15) ACCUSATION
16 GEORGE E. SAINTHILL, M.D.)
17 3750 Stocker, No. 208)
18 Los Angeles, CA 90008)
Physician's and Surgeon's)
Certificate No. G-56454)
Respondent.)

19 Complainant, Kenneth H. Wagstaff, alleges as follows:

20 1. He is the Executive Director of the Medical Board
21 of California (hereinafter "Board") and makes and files this
22 accusation solely in his official capacity.

23 2. On or about November 25, 1985, respondent George E.
24 Sainthill (hereinafter "respondent") was issued Physician's and
25 Surgeon's Certificate No. G-56454 by the Board. At all times
26 pertinent herein said certificate was, and currently is, in full
27 force and effect. Said certificate will expire, unless otherwise

1 renewed, on March 31, 1993.

2 3. Section 2220 of the Business and Professions Code
3 (hereinafter "Code") provides that the Division of Medical
4 Quality may take action against the holder of a physician's and
5 surgeon's certificate who is guilty of unprofessional conduct.

6 4. Section 2234(e) of the Code provides that the
7 commission of any act involving dishonesty or corruption which is
8 substantially related to the qualifications, functions, or duties
9 of a physician and surgeon constitutes unprofessional conduct.

10 5. Section 2261 of the Code provides that knowingly
11 making or signing any certificate or other document directly or
12 indirectly related to the practice of medicine or podiatry which
13 falsely represents the existence or nonexistence of a state of
14 facts constitutes unprofessional conduct.

15 6. Section 2262 of the Code provides that altering or
16 modifying the medical record of any person with fraudulent
17 intent, or creating any false medical record with fraudulent
18 intent, constitutes unprofessional conduct.

19 7. Respondent has subjected his certificate to
20 discipline for unprofessional conduct as provided in Code
21 sections 2234(e), 2261, and 2262 as more particularly alleged
22 below.

23 A. Respondent was involved in a purported
24 automobile collision on or about December 9, 1990, on Martin
25 Luther King Boulevard in Los Angeles, California. Respondent's
26 vehicle was purportedly struck from the rear by another vehicle
27 while waiting in a traffic intersection. Respondent purportedly

1 suffered injuries to his back, neck, and shoulder purportedly
2 causing him pain from lumbosacral and cervical strain.

3 B. Thereafter on or about December 18, 1990,
4 respondent saw Dr. Leonel Apodaca for treatment of his purported
5 injuries. Respondent saw Dr. Apodaca only once and received a
6 single injection for pain in his shoulder. Dr. Apodaca did not
7 prepare a medical history and physical report for respondent.
8 Dr. Apodaca did not prescribe physical therapy for respondent.
9 Dr. Apodaca did not present respondent with a bill of any kind
10 for medical services rendered. At or about the time of the
11 single instance of medical care given by Dr. Apodaca, respondent
12 produced a handwritten medical report in his own writing of the
13 history of his purported injury and Dr. Apodaca's planned
14 treatment for Dr. Apodaca's signature and subsequent submission
15 to Mercury Insurance Co. The medical report form prepared by
16 respondent and signed by Dr. Apodaca contained no mention of any
17 disability to respondent, and did not mention any payment
18 requested by Dr. Apodaca.

19 C. Respondent subsequently submitted the medical
20 report form signed by Dr. Apodaca to Mercury Insurance Co. for
21 payment after respondent had falsely and fraudulently indicated
22 on the form a disability period consequent to his purported
23 injuries of eight (8) weeks and charges from Dr. Apodaca for
24 services rendered of four thousand six hundred forty-five dollars
25 and twenty-eight cents (\$4,645.28). Respondent also submitted to
26 Mercury Insurance Co. for payment along with the fraudulent
27 medical report form a false and fraudulent itemized list of

1 twenty-seven (27) medical procedures purportedly performed by Dr.
2 Apodaca on twenty-three (23) days on respondent.

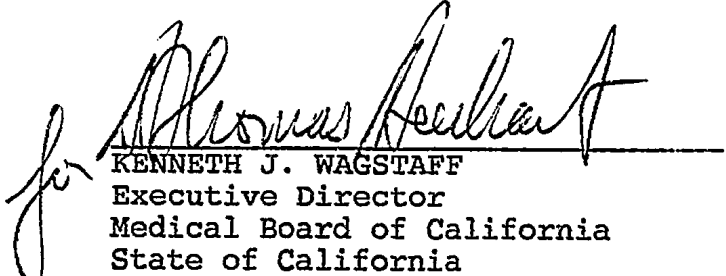
3 WHEREFORE COMPLAINANT PRAYS that the Division of Medical
4 Quality hold a hearing on the matters alleged herein and,
5 following said hearing, issue a decision:

6 1. Revoking or suspending Physician's and Surgeon's
7 Certificate No. G-56454 hereto issued to respondent George E.
8 Sainthill, M.D.;

9 2. Prohibiting respondent from supervising physician's
10 assistants; and

11 3. Taking such other and further action as it may deem
12 proper.

13 DATED: July 13, 1992

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15 
16 KENNETH J. WAGSTAFF
17 Executive Director
18 Medical Board of California
19 State of California
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21 Complainant
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